

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

GREYSTONES CONSULTING GROUP,
LLC,

Plaintiff,

V.

BEN NUSSBAUM,

Defendant.

CASE NO. 1:23-cv-017939-PTG-WEF

STIPULATION OF UNCONTESTED FACTS

1. Plaintiff Greystones Consulting Group, LLC. is a Virginia limited liability company with its principal place of business in Washington D.C.
2. Sheila Duffy is Plaintiff's CEO and Founder.
3. Ben Nussbaum is the Defendant, domiciled at 111 South Buckeye Suite LL1, Wooster, OH 44691.
4. Ben Nussbaum is the cofounder of AtomRain, Inc. and currently serves as the President and Chief Technology Officer.
5. There are no questions of: propriety of parties; correctness of identity of legal entities; necessity for appointment of guardian, administrator, executor, or other fiduciary, and validity of appointment if already made; correctness of designation of party as partnership, corporation, or individual d/b/a trade name.
6. There are no questions of misjoinder or nonjoinder of parties.
7. Since 2009, Ben Nussbaum has served as the president and CTO of AtomRain, a technology company.

8. AtomRain developed a software program called GraphGrid around 2015, which was later spun off as its own technology company GraphGrid, Inc. in 2018.
9. Ben Nussbaum is a co-owner of GraphGrid, Inc.
10. Ben Nussbaum and Sheila Duffy first met in 2017 after being introduced by John Mark Suhy.
11. Greystones and AtomRain entered into a Joint Marketing Agreement (“JMA”) on April 6, 2018.
12. The purpose of the JMA was for Greystones and AtomRain to jointly pursue opportunities related to GreyRaven for the United States Department of Defense (“DoD”).
13. GreyRaven is a customization of GraphGrid for particular DoD applications.
14. The JMA involved the joint submission of proposals and the receipt of subcontracts whereby the work could be allocated between Greystones and AtomRain.
15. The JMA required that the parties identify the opportunities for this joint pursuit.
16. Under the terms of the JMA, all intellectual property in the GreyRaven software along with any additional development would be owned by AtomRain.
17. Under paragraph 18.3 of the JMA, "Subcontractor retains title to and ownership of the GreyRaven software and documentation, including all associated intellectual property and other proprietary rights."
18. Paragraph 18.3 of the JMA also states:

Grey Raven shall be developed in such a manner that the intellectual property paid for by a Greystones Group or Sponsor pursuant to an Opportunity may be licensed to Greystones Group and/or Sponsor under that Opportunity. Subcontractor grants to Greystones Group a perpetual, royalty-free, fully-paid up, worldwide, non-exclusive license to use and to license others to use the GreyRaven software and documentation in accordance with the terms of this Agreement. Subcontractor grants to Greystones Group a perpetual, irrevocable, royalty-free, fully-paid up, worldwide, non-exclusive license to

use and license others to use the specific revisions and customizations of the GreyRaven software and documentation.

19. Pursuant to paragraph 18.3 of the JMA, Sponsor never paid for the development of GreyRaven software.
20. Greystones paid licensing fees to GraphGrid, Inc. for use of its COTS software in connection with GreyRaven for two SBIR contract-related opportunities.
21. In or around 2010 AtomRain did work with the Sierra Nevada Corporation for video object tracking software for a government contract.
22. In or around 2014 AtomRain worked with Northrop Grumman as a subcontractor.
23. In 2018, AtomRain worked with the Defense Logistics Agency (DLA) as a subcontractor.
24. In 2020, AtomRain had a prime contract with the National Institute of Health (NIH) for one year consulting on graph database managed services.
25. The Small Business Innovation Research (“SBIR”) program is a highly competitive federal government program that aims to encourage small businesses to participate in government-funded research and development programs.
26. The SBIR program involves up to three phases.
27. The objective of SBIR Phase I is to establish the technical merit, feasibility, and commercial potential of the proposed research and development efforts and to determine the quality of performance of the small business awardee organization prior to providing further federal support in Phase II.
28. The objective of SBIR Phase II is to continue the research and development efforts initiated in Phase I. Funding is based on the results achieved in Phase I and the scientific and technical merit and commercial potential of the project proposed in Phase II. Typically, only Phase I awardees are eligible for a Phase II award.

29. SBIR Phase III, the final phase, involves ultimate commercialization of the research and development project.
30. John Mark Suhy initially introduced Ben Nussbaum to the IRS after the two became acquainted at an event for Neo4j, a graph database management platform.
31. In 2018, John Mark Suhy was working on a project for the IRS as prime contractor for a contract awarded to eGovernment Solutions, Inc (“eGov”).
32. The contract between the IRS and eGov was for the continued development and operations & maintenance support needs of Research, Applied Analytics, and Statistics/Data Management Division (RAAS/DMD) CDW Knowledge Graph Environment (CKGE).
33. The main point of contact with the IRS, pursuant to the eGov contract, was Michael Dunn.
34. AtomRain was listed as a “teaming partner” in the proposal Suhy submitted for the eGov contract.
35. Suhy was not an employee of Greystones at this time, but was the CTO of eGov.
36. In competing for SBIR Phase I opportunities, Greystones presented AtomRain’s past performance in proposals.
37. AtomRain received payment in (or near) January 2020 for work performed in 2019 as part of the eGov IRS RAAS contract.
38. AtomRain’s work on the eGov IRS RAAS contract involved supporting CKGE and developing graph solutions for RAAS customers, other IRS business operating divisions.
39. AtomRain and Greystones completed the SBIR Phase I contract after submission of a final report to the government, the primary deliverable of the Phase I contract.
40. Liona Enterprises (“Liona”) competed against Greystones for a renewed eGov CKGE contract that Liona was awarded.

41. Under the JMA, AtomRain and Greystones jointly submitted proposals for, inter alia, SBIR Phase II opportunities.
42. Approximately ten proposals were jointly submitted by AtomRain and Greystones under the JMA, two of which were attempts at SBIR Phase II contracts.
43. AtomRain participated in proposal drafting for SBIR Phase II opportunities.
44. The Air Force Warfighting Integration Capability (AFWIC), an Air Force division, met jointly with Greystones and AtomRain and committed funds for the SBIR Phase II contract.
45. The AFWIC SBIR Phase II proposal listed Ben Nussbaum as the PI.
46. Ben Nussbaum had a Greystones email account that was used in furtherance of the JMA proposals.
47. In December 2019, Greystones COO Nav Muthu contacted Ben to inform him to monitor that Greystones email account because that email account was used for Ben Nussbaum's contact information in the SBIR Phase II proposal to AFWIC.
48. SBIR Phase II contract was awarded on June 10, 2020.
49. SBIR Phase II contract required the PI to be at least fifty percent employed with the prime contractor Greystones.
50. Ben Nussbaum signed an offer letter to accept the position at Greystones.
51. The offer letter specified the position of PI/CTO for the SBIR Phase II contract for a total of 1314 working hours over a fixed one-year term contract that would expire when the SBIR Phase II contract was set to expire.
52. Ben Nussbaum began full-time employment with Greystones on June 12, 2020.
53. Greystones sent an employment agreement to Ben Nussbaum.

54. The employment agreement contains a non-compete clause exclusively against Ben Nussbaum.
55. The salary information field of the employment agreement sent to and signed by Ben Nussbaum was blank.
56. Ben Nussbaum signed the employment agreement, but Greystones did not.
57. In order to meet the Federal Government's NIST Compliance requirements, Greystones provided Ben Nussbaum with a company-owned laptop in December 2020.
58. AtomRain employees helped develop GreyRaven software during the SBIR Phase II contract.
59. After completing the SBIR Phase II Contract, Greystones was successful in winning a SBIR Phase III contract called, the BAE PRISM SBIR Phase III contract.
60. AtomRain collaborated with Greystones for work on the BAE PRISM SBIR Phase III contract.
61. Greystones and Ben Nussbaum used GraphGrid for the BAE PRISM subcontract work.
62. The original GraphGrid subscription purchased by Greystones for use in the Air Force SBIR Phase II was a one-year subscription from June 10, 2020, to June 10, 2021, the original target end date for the Air Force SBIR Phase II work.
63. The original GraphGrid subscription purchased by Greystones for use in the BAE PRISM SBIR Phase III work was December 1, 2021, through January 31, 2022.
64. Mike Murphy is a former Chief Operating Officer (COO) of Greystones.
65. Mike Murphy introduced a spreadsheet for tracking GreyRaven opportunities for Greystones and AtomRain that was shared with both organizations.

66. Ben Nussbaum drafted the technical portion of a proposal to convert the Air Force SBIR Phase I contract into a Phase II contract.
67. In or around March 2022, Greystones informed AtomRain that they would not be moving forward with the JMA.
68. At one point, Greystones inquired into purchasing the GreyRaven IP from AtomRain.
69. Ben Nussbaum returned the company laptop to Greystones after the cessation of his employment.
70. Degree 6 is an information technology services provider local to Virginia and the greater Washington D.C. area.
71. Degree 6 performed an audit of the laptop that was returned to Greystones by Ben Nussbaum.
72. Degree 6 determined that the laptop was unused.
73. Greystones and AtomRain jointly submitted an unsolicited white paper to the IRS detailing technical capabilities of their software offerings and attempting to secure IRS contract work.
74. The Research Applied Analytics and Statistics (“RAAS”) office within the IRS is a business operating unit.
75. AtomRain deployed GraphGrid software within the IRS on-premises environment and was paid by IRS RAAS as an ODC on an ASR Analytics prime contract.
76. Since 2018, AtomRain has continued to perform work for the IRS through the RAAS office as a subcontractor.

77. AtomRain's subcontract that established the IRS RAAS business operating division as a customer originated from AtomRain's subcontract with ASR Analytics (a prime contractor at IRS RAAS acquired by GCOM and now rebranded as Voyatech) in 2018.
78. eGov CKGE contract period of performance was May 24, 2018 to May 24, 2023.
79. Greystones signed a subcontract for eGov CKGE prime contract on January 30, 2023.
80. Greystones received no money for the subcontract.

DATED: June 28, 2024

Respectfully Submitted,

/S/
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